

ATTACHMENT II

**INTELLIGENT SWITCH SERVICES, LLC**

ARTICLES OF INCORPORATION AND  
CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS

**OPERATING AGREEMENT  
OF  
INTELLIGENT SWITCH SERVICES, LLC**

**THIS OPERATING AGREEMENT** is made and entered into as of the 11<sup>th</sup> day of July, 2003 (the "Effective Date"), by and among Donald C. Selmon ("Selmon"), James R. Smith ("Smith") and Steven J. Kaplan ("Kaplan"), as members.

**RECITALS**

(A) The parties hereto have agreed to organize a limited liability company to engage in the business of providing services in the telecommunications industry.

(B) This Agreement sets forth the understandings of the parties hereto with respect to the organization and operation of the limited liability company and the scope and conduct of its business.

**NOW, THEREFORE**, in consideration of mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

**ARTICLE I. ORGANIZATION**

**Section 1.1. Formation of the Company.** The Members hereby associate themselves as members in the Company, pursuant to the provisions of the Missouri Limited Liability Company Act (the "Act"), for the limited purposes set forth in this Agreement. Articles of Organization for the Company (the "Initial Articles") were filed on the Effective Date in order to constitute the Company as a valid Missouri limited liability company under the Act. The Members hereby ratify, confirm and approve the execution and filing of the Initial Articles.

**Section 1.2. Name.** The Business of the Company shall be conducted solely under the name of "Intelligent Switch Services, LLC," and such name shall be used at all times in connection therewith.

**Section 1.3. Term.** The term of the Company shall continue until the winding up and liquidation of the Company following the occurrence of a Liquidation Event, as provided in Article VI hereof.

**Section 1.4. Character of Business; Powers.**

(A) The business of the Company (the "Business") is to (1) provide services in the telecommunications industry, (2) engage in such other businesses, operations or activities as may hereafter be approved by Super-Majority Decision Approval and (3) exercise all rights and

powers and engage in all activities related or ancillary to the foregoing which a limited liability company may legally exercise pursuant to the Act.

(B) The Company shall not engage in any activity other than the Business. So long as the Articles provide for the Company's management by one or more managers, no Member, in his/her capacity solely as a member, shall have any authority to (1) hold himself/herself out as an agent of the Company or (2) transact any business on behalf of the Company or otherwise incur any liability or obligation on behalf of the Company.

**Section 1.5. Names and Addresses of the Members.** The names and contact addresses of the initial Members are as follows:

Donald C. Selmon  
8129 Clearwater Point  
Parkville, Missouri 64152  
Fax #: 816-505-2948  
[dselmon@kc.rr.com](mailto:dselmon@kc.rr.com)

James R. Smith  
5113 Silver Lake Dr.  
Plano, Texas 75093  
Fax#: 972-403-0957  
[smith3115@aol.com](mailto:smith3115@aol.com)

Steven J. Kaplan  
5910 Stoneshire Court  
Dallas, Texas 75252  
Fax#: 972-248-9163  
[stevenikaplan@yahoo.com](mailto:stevenikaplan@yahoo.com)

**Section 1.6. Principal Place of Business.** The principal place of business of the Company shall be at 10520 NW Ambassador Drive, Suite 220, Kansas City, Missouri 64153, or such other location as may be hereafter determined by the Members.

**Section 1.7. Domestic Registered Agent and Registered Office.** The name of the Company's registered agent for service of process in Missouri and its registered office in Missouri shall be as follows:

Missouri Corporation #2, Inc.  
c/o Lewis, Rice & Fingersh, L.C.  
1010 Walnut, Suite 500  
Kansas City, MO 64106

provided, that the Manager may change such registered agent and/or registered office, at any time, by making all appropriate governmental filings.

**Section 1.8. Foreign Agents and Registered Offices.** The Manager shall (1) file in the appropriate governmental offices, and take all action necessary to register the Company as a foreign limited liability company authorized to transact business in such other states or jurisdictions (collectively, the "Foreign States"), if any, as the conduct of the Business so requires and (2) select and cause the Company to maintain resident or registered agents and offices in each of the Foreign States where the maintenance of the same is required by applicable law. The Manager may change such agents and/or offices, at any time, by making all appropriate governmental filings.

**Section 1.9. Certain Definitions.** As used herein, the following terms have the following meanings:

"Act" as defined in Section 1.1.

**"Affiliate"** means with respect to a given Manager or Member, any (1) officer, director, employee, member, shareholder, partner, grantor, beneficiary or trustee of such Manager or Member, (2) Person controlling, controlled by or under common control with such Manager or Member (within the meaning of Section 52 of the Code), (3) officer, director, employee, member, shareholder, partner, beneficiary or trustee of a Person described in (2), (4) relative within the third degree of kindred of such Manager or Member or of a Person described in (1) through (3) above, or (5) trust established for the benefit of any Person described in (1) through (4) above.

**"Agreement"** means this Operating Agreement, as amended, restated or supplemented from time to time as herein provided.

**"Articles of Organization"** means the Initial Articles as the same may be amended from time to time.

**"Business"** as defined in Section 1.4.

**"Business Property"** means all property, assets and interests (whether real or personal, tangible or intangible) owned or held from time to time by the Company.

**"Capital Account"** as defined in Section 2.2.

**"Capital Proceeds"** means the net cash proceeds received by the Company from any Capital Transaction (other than the sale, exchange, transfer, assignment or other disposition of all or part of the Business Property which is, or is part of, a Liquidating Transaction), after payment of or provision (by means of such reasonable reserves as the Managers shall cause the Company to establish and maintain) for (1) all debts and obligations of the Company (other than Member Loans), including debts being refinanced and debts and obligations incurred to satisfy expenditures, repairs or replacements required to be satisfied as a result of or in connection with such Capital Transaction, and (2) all costs, fees and expenses incurred in connection with the receipt or collection of such proceeds. Capital Proceeds shall not include Dissolution Proceeds or any part thereof.

**"Capital Transaction"** means (1) any sale, exchange, transfer, assignment or other disposition of all or any part of the Business Property, (2) any financing or refinancing of any indebtedness of the Company, (3) the taking of all or a part of the Business Property by any governmental authority through the exercise of the power of eminent domain or condemnation (or similar government taking) or the delivery of a deed or transfer in lieu of such taking, (4) the receipt of the proceeds of property insurance (other than rental value or business income insurance), and (5) any other transaction, the proceeds of which, in accordance with generally accepted accounting principles, are considered to be capital in nature.

**"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

**"Company"** means Intelligent Switch Services, LLC.

***"Dissociation Event"*** as defined in Section 5.3.

***"Dissolution Proceeds"*** as defined in Section 6.2.

***"Dissolution Reserves"*** as defined in Section 6.2.

***"Distribution Percentage"*** means, for each Member, the percentage set forth opposite such Member's name, as follows:

<u>Member Name</u>	<u>Distribution Percentage</u>
Selmon	68.0%
Smith	20.0%
Kaplan	<u>12.0%</u>
TOTAL	100.0%

***"Entity"*** as defined in Section 5.1.

***"Family Member"*** as defined in Section 5.2.

***"Foreign States"*** as defined in Section 1.8.

***"Granting Party"*** as defined in Section 7.3.

***"Indemnified Person"*** as defined in Section 4.7.

***"Initial Articles"*** as defined in Section 1.1.

***"Interest"*** means all rights to distributions to which a Member is entitled as provided in Articles III and VI of this Agreement, together with the duties and obligations of such Member to comply with this Agreement.

***"Liquidation Event"*** as defined in Section 6.1.

***"Major Decisions"*** as defined in Section 4.3.

***"Majority Decision Approval"*** means the approval of a Company action or decision by Members owning a majority of the Distribution Percentages owned by all of the Members.

***"Manager"*** means Selmon and his successor appointed and designated as the Manager of the Company in accordance with Section 4.1(B).

***"Member Loans"*** as defined in Section 2.6.

***"Members"*** means the Persons set forth in Section 1.5 and their respective Permitted

Transferees and other permitted successors who are admitted as successor "members" (as that term is used in the Act) in accordance with Section 5.3, but does not include any Person who ceases to be a Member pursuant to the provisions of this Agreement or under the Act.

**"Misconduct"** as defined in Section 4.7.

**"Notices"** as defined in Section 7.1.

**"Operating Proceeds"** for the applicable period means all cash sales receipts of the Company during such period (excluding Dissolution Proceeds and any Capital Proceeds) less the following costs and expenses paid during such period: (1) cash operating expenses, (2) interest and principal payments on any indebtedness of the Company (other than in respect of Member Loans), (3) cash expenditures for repairs, capital improvements and other capital items, and (4) any additions to Company reserves which the Manager deems necessary or appropriate.

**"Permitted Transferee"** as defined in Section 5.2.

**"Person"** means an individual, partnership, corporation, limited liability company, trust, or other association or business entity.

**"Replacement Event"** as defined in Section 4.1.

**"Successor"** as defined in Section 5.3.

**"Super-Majority Decision Approval"** means the approval of a Company action or decision by Members owning at least seventy percent (70%) of the Distribution Percentages owned by all of the Members.

**"Tax Matters Partner"** as defined in Section 3.4.

**"Transfer"** as defined in Section 5.1.

**"Treasury Regulations"** means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time.

**"Winding-Up Member"** as defined in Section 6.2.

**Section 1.10. Additional Definitions.** The definitions in Section 1.9 and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.

## **ARTICLE II. CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS**

**Section 2.1 Initial Capital Contributions.** Contemporaneously with their execution and delivery of this Agreement, the Members shall initially contribute to the capital of the Company, in cash, the respective amounts shown opposite their names as follows:

<u>Member Name</u>	<u>Cash Contribution</u>
Selmon	\$680.00
Smith	200.00
Kaplan	120.00

### **Section 2.2. Capital Accounts.**

(A) A separate capital account ("Capital Account") will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); (3) allocations to the account of such Member of Company income and gain; and (4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); (3) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code; and (4) allocations to the account of such Member of Company loss and deduction taking into account adjustments to reflect book value.

(B) In the event of a permitted sale or exchange of an Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Interest. No Code Section 754 election shall be made with respect to any transfer except at the sole discretion of the Manager and no transferee of an Interest in the Company shall have the right to require such election.

(C) The manner in which Capital Accounts are to be maintained pursuant to this Section 2.2 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If in the opinion of the Company's tax lawyers and/or tax accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 2.2 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 2.2, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(D) Subject to the provisions of Section 6.2, upon liquidation of the Company (or any Member's Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. The proceeds from any liquidation will be paid within sixty (60) days of the end of the taxable year (or, if later, within ninety (90) days after the date of the liquidation).

(E) Except as otherwise required by the Act, or unless otherwise specifically required herein, no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

**Section 2.3. Withdrawal or Reduction of Members' Contributions to Capital.**

(A) A Member shall not receive out of the Company's property any part of such Member's contributions to capital until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(B) A Member, irrespective of the nature of his contribution, has only the right to demand and receive cash in return for such Member's Capital Contribution.

**Section 2.4. Interest On and Return of Capital Contributions.** No Member shall be entitled to interest on such Member's Capital Contribution or to the return of such Member's Capital Contribution, except as otherwise specifically provided for herein.

**Section 2.5. No Additional Capital Contributions or Loans.** Except as otherwise provided in this Agreement, no Member or Successor shall be required to make any additional capital contributions or loans to the Company or be personally liable for the payment of any debts of the Company.

**Section 2.6. Member Loans.** Any Member may voluntarily make loans to the Company for any Company purpose if the Members unanimously determine, that the use of such borrowed funds is needed and would benefit the Company. Loans to the Company from any Member ("Member Loans") shall be made upon such terms and conditions as the Members shall determine; provided, however, each Member shall have the opportunity to participate in providing Member Loans in the same ratio that such Member's Distribution Percentage bears to the total Distribution Percentages of all Members electing to provide Member Loans. The Manager shall cause the Company to execute and deliver such documents as the Manager deems advisable or appropriate to evidence, secure and support any Member Loans owed by the Company to the Members. Contemporaneously with their execution and delivery of this Agreement, Smith has agreed to provide a loan to the Company in the amount of up to \$500,000 (the "Smith Loan"). The other Members hereby waive the right to participate in the Smith Loan.

**Section 2.7. Interests Treated as "Securities"; Certificates of Interest.** Pursuant to



the "Uniform Commercial Code- Investment Securities" of Missouri (specifically, Mo. Rev. Stat. § 400.8-103(c)), the Interests in the Company held by the Members shall be considered to be securities, as defined in Mo. Rev. Stat. § 400.8-102(a)(15), and shall be governed by Article 8 of the Uniform Commercial Code of Missouri (Mo. Rev. Stat. § 400.8-101, et. seq.). Members may be issued Certificates of Interest evidencing their status as Members of the Company.

### **ARTICLE III. ALLOCATIONS, DISTRIBUTIONS AND ACCOUNTING**

**Section 3.1. Definitions Regarding Allocations.** For purposes of this Article III, the following terms shall have the following meanings:

(A) "**Net Profit**" for a fiscal year of the Company means the excess, if any, of (1) the sum of the Company's items of income and gain for such fiscal year over (2) the sum of the Company's items of deduction and loss for such fiscal year.

(B) "**Net Loss**" for a fiscal year of the Company means the excess, if any, of (1) the sum of the Company's items of deduction and loss for such fiscal year over (2) the sum of the Company's items of income and gain for such fiscal year.

**Section 3.2. Regular Allocations of Profits and Losses.** Except as otherwise provided in this Operating Agreement, the Net Profit and Net Loss of the Company and each item thereof shall be allocated among the Members in accordance with their respective Distribution Percentage. For tax purposes, net income and loss, and each item thereof, shall be allocated first as required by IRC Sec. 704(c), and thereafter in accordance with the allocations for book purposes.

### **Section 3.3. Distributions.**

(A) Cash distributions, whether made from Operating Proceeds or Capital Proceeds, may be made at such times and in such aggregate amounts as the Manager may, from time to time, determine. Notwithstanding the foregoing, in order to provide the Members cash with which to pay their personal or corporate income taxes on their distributive shares of income in excess of any prior losses, the Company shall distribute, from its Operating Proceeds, cash to the Members in each year in which their allocable percentage of the Company's positive taxable income exceeds the aggregate balance of their allocable percentage of all Company losses previously allocated to them. The aggregate amount required to be distributed to the Members hereunder shall be equal to the Company's taxable income, as reported on Schedule K of Form 1065, multiplied by the sum of (i) the maximum federal income tax rate for unmarried individuals plus (ii) the maximum Missouri income tax rate for unmarried individuals. Such amounts shall be paid to the Members no later than April 1 of the year immediately following the year in which such income was earned. The Distribution Percentage for each Member can not be diluted or modified unless with the unanimous consent of all Members.

**Section 3.4. Limitation Upon Distributions.** No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

**Section 3.5. Accounting Methods; Company Records.**

(A) The Company's books and records shall be prepared in accordance with generally accepted accounting principals, consistently applied, except that the Capital Accounts of the Members shall be maintained as provided in Section 2.2. No audit of such books and records shall be required unless a Member request the same and agrees to pay the costs thereof during 2003. The Manager shall select certified public accountants to audit the books and records of the Company on an annual basis after 2003 and to timely prepare all federal, state and local tax returns. The Company shall be on the cash method for both tax and accounting purposes. The Manager shall make all elections and determinations in respect of Company tax matters. Selmon is hereby designated as the "Tax Matters Partner" (as such term is defined in Section 6231(a)(7) of the Code) or the equivalent representative for the Company. A Tax Matters Partner may be removed and a new Tax Matters Partner appointed at any time by Super-Majority Decision Approval.

(B) The Company shall comply with all record keeping requirements imposed by the Act, and shall provide each Member with the opportunity to inspect and copy such records (at such Member's expense), at reasonable intervals, during ordinary business hours. The Manager shall prepare or cause to be prepared monthly operating statements and balance sheets, and shall deliver same to all of the Member no later than the fifteenth (15<sup>th</sup>) day of the succeeding month.

**Section 3.6. Fiscal Year.** The fiscal year of the Company shall be the calendar year.

**Section 3.7. Bank Accounts; Title to Business Property.** The funds of the Company shall be deposited in such bank accounts, or invested in such interest-bearing or noninterest-bearing investments in the Company's name, as shall be determined by the Manager. The funds of the Company shall not be commingled with the funds of any other Person and the Manager shall not employ, or permit any other Person to employ, such funds in a manner except for the benefit of the Company. Title to the Business Property shall be held, and conveyances thereof, as permitted hereunder, shall be made, in the name of the Company.

**Section 3.8. 754 Election.** In the case of a transfer of an Interest which is permitted by this Agreement and which is made by sale or exchange or upon the death of the transferor as contemplated by Section 743 of the Code, then upon the request of the transferee of such Interest, the Company shall file an election under Section 754 of the Code pursuant to the Treasury Regulations.

**Section 3.9. 754 Group State Tax Returns.** The Manager shall withhold tax and file "group" or "composite" state income tax returns on behalf of nonresident Members in States where the Company conducts business to the extent applicable state law requires such withholding and/or returns. To the extent the Manager files a group or composite state income tax return, the Manager shall notify each Member and Successor of his/her share of tax paid with such return which share shall be determined pursuant to any reasonable method agreed to by the Members and Successors in accordance with applicable law. To the extent provided by applicable law, Members and Successors may submit evidence acceptable to the Manager that

they are exempt from or entitled to reduced tax.

**Section 3.10. Tax Status.** Notwithstanding any provision of this Agreement to the contrary, solely for Federal and state income tax purposes, each party hereto recognizes and acknowledges that it is the Members' intention that the Company will be a limited liability company classified as a partnership for Federal income tax purposes and subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of Federal and state income tax returns shall not be construed to extend the purposes or expand the obligations or liabilities of the Company nor shall it be construed to create a partnership (other than for tax purposes) or any other agency relationship between the Members and Successors.

#### **ARTICLE IV. POWERS, RIGHTS AND DUTIES OF THE MEMBERS**

##### **Section 4.1. Management Authority and Duties of Members.**

(A) Subject to the provisions of this Article IV, and the other rights expressly granted to the Members under the provisions of this Agreement, the overall day-to-day management and control of the Company and the Business Property shall be vested in the Manager who shall have the exclusive right, authority, and responsibility to manage and conduct the business and affairs of the Company within the scope of the Business; provided, however, that the Manager may delegate to one or more Member(s) or third parties ministerial authority to conduct designated aspects of the day-to-day operations of the Company. Pursuant to the foregoing and subject to the other provisions hereof, the Members shall have all the rights and powers of members as provided under the Act and as otherwise provided by law.

(B) There shall at all times during the term of the Company be one (1) Manager. Selmon is hereby appointed as the Manager. The Manager shall discharge his duties as Manager until (1) a Replacement Event occurs, and (2) his successor Manager is appointed. A Manager may resign as such at any time. A Manager may be removed at any time for Misconduct or by a decision to do so approved by Majority Decision Approval. In the event of the resignation, dissolution, death, removal, incapacity or inability to act of a Manager (each a "Replacement Event"), another Person shall be appointed as successor Manager by Majority Decision Approval. Upon the appointment of a successor Manager in accordance with this Paragraph (B), the former Manager or his legal representative shall execute such documents and take such action as may be required to permit the successor Manager to act as the Manager in accordance with the provisions hereof. Notwithstanding the foregoing, in the event of an occurrence of a Replacement Event with respect to Selmon's position as Manager, Kaplan shall succeed Selmon as the Manager for a term not to exceed six (6) months. During such six-month period, Kaplan may be removed only for Misconduct (as defined in Section 4.7). At any time during such six-month period, Kaplan's successor may be appointed by the Members by Majority Decision Approval in accordance with this Paragraph (B).

##### **Section 4.2. Authority of Manager.**

(A) Subject to the provisions of Section 4.3 and 4.5 and the other rights expressly granted to the Members hereunder, the Manager is hereby specifically authorized for, and in the

name of and on behalf of the Company, to engage in any and all activities and to perform and carry out any and all contracts necessary to, in connection with, or incidental to the accomplishment of, the Business.

(B) Any Person dealing with the Company or the Manager may rely upon a certificate signed by the Manager as to the identity and authority of the Manager or any other Member.

**Section 4.3. Restrictions on Authority of the Manager; Major Decisions.**

(A) In addition to the limitations set forth elsewhere herein, neither the Manager nor any of the Members shall, without written consent of all of the Members:

- (1) Do any act that materially contravenes this Agreement;
- (2) Admit additional or substitute Members to the Company except as otherwise provided in Article 5.2;
- (3) Change, merge, sell or reorganize the Company into any other legal form or entity;
- (4) Cause the Company to engage in any business other than the Business or extend the scope of the Business, by implication or otherwise; or
- (5) Amend or modify the terms of this Agreement.
- (6) Causing the Company to borrow money or obligating the Company to pay amounts in excess of \$25,000. The foregoing shall not apply to any leasing arrangements for office space or equipment, employee contracts for non-Members or Member Loans made in accordance with Section 2.6;
- (7) Lending money to or guarantying any debts or obligations of any Member, Affiliate or third party;
- (8) Causing the Company to enter into or modify any transaction, commitment, contract, or agreement with any Manager, Member or Affiliate; and
- (9) Selling, exchanging, or transferring of all or substantially all of the Business Property;
- (10) Making any expenditure or establishing reserves in excess of \$25,000;
- (11) Any sale or encumbrance of all or any portion of the Business or the Business Property, including the negotiation of the terms and conditions thereof;
- (12) Any other decision or action which, considered before making the

decision, would reasonably have been expected to have a substantial or material effect upon the Company as contrasted with a decision or action which would be routine or in the ordinary course of business of the Company;

(13) Enter into employment contracts with any Member; and

(14) Increase the benefits, salary or compensation of any Member.

#### **Section 4.4. Member Meetings.**

(A) Any Member(s) collectively holding at least ten percent (10%) of the then Distribution Percentages collectively held by all Members entitled to vote hereunder may call a meeting to consider the approval of an action or decision requiring Member approval under any provision of this Agreement by delivering to each other Member notice of the time and purpose of such meeting at least three (3) business days before the day of such meeting. A Member may waive the requirement of notice of a meeting either by attending such meeting or executing a waiver before or after such meeting. Any such meeting shall be held during the Company's normal business hours at its principal place of business. Members may participate in a meeting of the Members by means of conference telephone or video communications equipment pursuant to which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting by all of the participants.

(B) All matters within the scope of a Major Decision shall be approved by Super-Majority Decision Approval. For all other actions or decisions requiring a Member vote hereunder, the approval of Members owning a majority of the Distribution Percentages shall be required in order to approve any resolution voted on at such meeting. Approval by those Members owning the requisite Distribution Percentages, as set forth in this Paragraph (B), shall be effective whether or not votes are cast at a meeting of Members (and whether or not all of the Members are in attendance at any such meeting), or by formal or informal, oral or written consents or instructions of such Members, and such approval so made by the Members authorized to do so shall be effective regardless of the number of Members who may actually vote thereon, consented thereto or received notice of the proposed action approved.

**Section 4.5. Non-Competition; Conflicts of Interest.** No Member or Affiliate shall engage in any activity or venture which is competitive with the Company or which would damage or take advantage of the Company. No Member will realize secret profits or gains through personal transactions with the Company, compete with the Company in a manner that hurts the Company or usurp a Corporate opportunity. Any Member or Affiliate may engage independently or with others in non-competitive business ventures of every nature and description. Neither the Company nor any Member shall have any right by virtue of this Agreement or the relationship created hereby in or to any other non-competitive ventures or activities in which any Member or Affiliate is involved or to the income or proceeds derived therefrom. The pursuit of other non-competitive ventures and activities by Members or Affiliates is hereby consented to by the Members and shall not be deemed wrongful or improper. No Member or Affiliate shall be obligated to present any particular business or investment

opportunity to the Company unless such opportunity is of a similar character to the Business and which, if presented to the Company, could be taken by the Company, and any Member or Affiliate shall have the right to take for his or its own account (individual or as a member or fiduciary), or to recommend to others, all such other opportunities.

**Section 4.6. Transactions with Members, Successors and Affiliates.** If unanimous Member approval is obtained, the Company may enter into agreements with one or more Members or Affiliates to provide leasing, management, legal, accounting, architectural, brokerage, development, or other services or to buy, sell or lease assets to or from the Company, provided that any such transactions shall be at rates at least as favorable to the Company as those available from unaffiliated parties. The validity of any transaction, agreement or payment involving the Company and any Member, Successor or Affiliate otherwise permitted hereunder shall not be affected by reason of the relationship between such Person and the Company or any of its Members.

**Section 4.7. Liability and Indemnification.**

(A) No Manager, Member or Affiliate of a Manager or Member (each an "Indemnified Person") shall be liable, responsible or accountable in damages or otherwise to the Company or to the Members or any other party to this Agreement for any action taken or failure to act on behalf of the Company unless such action or omission was an intentional breach of this Agreement or constituted bad faith or wanton or willful misconduct (collectively, "Misconduct"); provided, however, that the term "Misconduct" shall not be deemed to include omissions, mistakes of judgment or losses due to such omissions or mistakes or to the negligence or bad faith or misconduct of any employee, broker, adviser or other agent or such representative of the Company. Each Indemnified Person may consult with legal counsel or other professional advisors to the company and shall have no liability for the consequences of any action or omission resulting from good faith reliance on the advice of such counsel or professional advisors. The exculpation provided in this Paragraph also shall apply to the agents, employees and other legal representatives of an Indemnified Person. A Member who has committed Misconduct shall be deemed in default under this Agreement.

(B) Except with respect to Misconduct, the Company shall, to the fullest extent permitted under the Act, indemnify and hold harmless each Indemnified Person from any loss, damage, liability or expense incurred or sustained by such Indemnified Person by reason of any act performed or any omission for or on behalf of the Company or in furtherance of the interest of the Company, including any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses (which may be advanced by the Company) incurred in connection with the defense of any actual or threatened action, proceeding or claim.

(C) Each Manager, Member and Successor hereby agrees to indemnify and hold the Company and each other Indemnified Person wholly and completely harmless from any liability, cost, or damage that any such Indemnified Person may incur (including reasonable legal and other expenses incurred in defending against such liability, cost, or damage) resulting from the Misconduct of such Manager or Member. The Person making such payment shall treat any amount paid under this Paragraph (C) as a capital contribution.

**Section 4.8. Compensation and Reimbursement of the Managers and Members.**

Each Manager or Member shall be paid documented out-of-pocket expenses, if any, related to conducting the Business of the Company, including, but not limited to, the attendance at each meeting of the members and may be paid a *stated compensation for performing services* for the Company. Notwithstanding the preceding sentence, from the Effective Date until September 1, 2003, Kaplan and Selmon will abate from taking any compensation. From September 1, 2003 until and including the first month the Company generates positive Operating Proceeds, Kaplan and Selmon will receive monthly gross compensation of \$7,500 and \$10,466 respectively. Thereafter, Kaplan and Selmon will receive their full monthly compensation of \$15,000 and \$20,833 respectively, payable bi-weekly. The Company further agrees that Smith will receive monthly gross compensation in the amount of \$5,000 per month commencing on the first day of the first month following the satisfaction of the Smith Loan. However, in the event the Company does not have sufficient funds to meet its financial obligations, then Kaplan, Smith and Selmon's compensation shall be reduced to such levels so as to allow third party expenses and other Company financial obligations to be paid first and prior to the compensation described herein. Any reduction in Members' compensation shall be abated and not deferred. The compensation described above will be capped at such amounts. All such payment for services shall be treated as guaranteed payments under section 707(c) of the Internal Revenue Code. Such compensation limitation shall only relate to payment for services and shall not limit the amount of distributions the Members may otherwise receive.

**Section 4.9. Liability for Company Debts and Obligations.** No Member shall be personally liable for any of the expenses, liabilities or obligations of the Company except to the extent provided in Sections 4.7(C) or 5.1(E) or in an agreement executed by such Member evidencing his express agreement to be personally liable for such expense, liability or obligation.

**ARTICLE V. TRANSFERS OF INTERESTS**

**Section 5.1. Restrictions.**

(A) No Member or Successor may, without the prior consent of all of the other Members not then in default hereunder, effect a Transfer of all or any part of his Interest unless such Transfer is permitted or required under Section 5.2. As used herein, "Transfer" means any voluntary or involuntary transfer, sale, assignment, exchange, encumbrance or hypothecation or other disposition.

(B) Voluntary Transfers in violation of the provisions hereof shall be void and of no effect for any purpose.

(C) Members who have affected Transfers of all of their Interests shall have no further right, authority, and/or responsibility to participate in the management or conduct of the Business.

(D) In addition to the other restrictions set forth in this Article V, if a trust, corporation, limited liability company or partnership or other association or entity (each, an "Entity") holds an Interest, such Entity shall not, without the consent of all of the Members not then in default hereunder, permit or effect the indirect transfer or indirect fractionalization of all or any part of such Interest (by admission or an owner, change in beneficiary, distribution to an owner or beneficiary or otherwise) to a Person who would not be a Permitted Transferee of a direct transfer or such whole or partial Interest under Section 5.2.

(E) Each Member and Successor acknowledges the reasonableness of the restrictions on Transfers imposed by this Agreement in view of the Company purposes and the relationship of the Members, and accordingly agrees that the restrictions on Transfer contained herein shall be specifically enforceable. Each party hereto hereby further agrees to hold the Company and each Member wholly and completely harmless from any cost, liability, or damage (including reasonable attorney's fees, liabilities for income taxes, and the cost of enforcing this indemnity) incurred by any of such indemnified Persons as a result of a Transfer or an attempted Transfer by such party in violation of this Agreement.

#### **Section 5.2. Permitted Transfers.**

(A) Notwithstanding Section 5.1, any Member may, at any time, Transfer his Interest in the Company or any party thereof if such Transfer is made to any of the following Persons (each, a "Permitted Transferee"):

- (1) To a trust if (and only if) such trust is primarily for his/her benefit and/or the benefit of a Family Member;
- (2) If such Member is a trust, to be beneficiaries of such trust by operation of, or authority under, its governing instrument; and

For purposes of this Section 5.2(A), the term "Family Member" shall mean and include a spouse, child, grandchild, sibling, or parent of the Member in question or a lineal descendant of any such Family Member.

#### **Section 5.3. Effect of Assignment; Admission of Successor Members; Documents.**

(A) All whole or partial Interests shall be subject to the restrictions and obligations set forth in this Agreement and no purported Transfer of a whole or partial Interest otherwise permitted hereunder (except for a pledge or collateral assignment permitted hereunder which does not transfer present ownership to another Person) shall be effective for any purpose unless and until the party to whom such Interest is being Transferred has executed a writing evidencing its agreement to be bound by all the terms and provisions of this Agreement. Unless otherwise



expressly agreed by the Members or expressly provided herein, no Transfer permitted hereunder shall relieve the assignor from any of its obligations under this Agreement accruing prior to such Transfer.

(B) Upon the occurrence of an event described in Section 347.123 of the Act (each, a "Dissociation Event") with respect to a Member or any other Transfer of the ownership of any whole or partial Interest to any other Person (other than to a Permitted Transferee) in accordance with the provisions set forth in this Article V, (1) the successor to and/or owner of any such Interest (a "Successor") shall succeed to and hold such Interest as an assignee only under Section 347.115 of the Act and shall have no right, except as provided in (C) below, to become a substitute Member or to participate in the management of the Business and shall not be considered a "Member" under this Agreement nor a "member" as that term is used in the Act, and (2) the Member who was the subject of such Dissociation Event or whose whole or partial Interest was so Transferred shall (a) if such Dissociation Event did not result in or derive from a Transfer of such Member's Interest, cease, for all purposes, to be a "Member" under this Agreement and under the Act as of the date of such Dissociation Event and shall thereafter be deemed a "Successor" for all purposes of this Agreement, or (b) if such Dissociated Event resulted in a Transfer of such Member's Interest or there was such an "other" Transfer of an Interest such Member shall so cease to be a Member with respect to the whole or partial Interest so Transferred. A Permitted Transferee that receives any whole or partial Interest shall, after complying with the provisions of this Section, automatically be admitted as a substitute "member" (as that term is used in the Act) and thus a Member. A Member who is subject of a Dissociation Event shall have no right to demand and receive payment for such Member's Interest but shall only have the continuing rights as a Successor with respect to such Interest.

(C) A Successor who is not in default under this Agreement (by reason of his/her or his/her predecessor's uncured breach or failure to perform any obligation under this Agreement) shall have the right to petition, by notice to each then existing Member, to become a substitute "member" by obtaining the consent of all Members.

(D) Each Permitted Transferee and Successor shall (1) reimburse the Company for any legal and accounting expenses incurred in connection with the Dissociation Event and/or Transfer, (2) pay all costs incurred in connection with the preparation and filing of amendments to the Articles and any registration as a foreign limited liability company if required by applicable law to reflect the status of such Successor as a Member, and (3) in addition to the other rights and obligations as a Member herein expressly set forth, be (a) liable for the obligations of his/her assignor/predecessor under this Agreement attributable to such Interest, (b) subject to any continuing obligations attributable to such Interest under Section 4.7(C) and 5.1(E), and (c) entitled to receive the distributions attributable to such Interest under Articles III and VI and allocations of profits and losses (and items thereof) under Article III.

**Section 5.4 Conveyance of Interests.** Notwithstanding the restrictions contained in Section 5.1, and subject to the conditions of this Section 5.4, Selmon shall have the right to negotiate and transact, on behalf of the Members, a sale of all the Interests. Such right to sell is specifically contingent upon the following conditions:

- a) No sale shall occur prior to the satisfaction of the Smith Loan;
- b) Any sale must be based on a bona-fide offer tendered and consummated by a non-Affiliate purchasing entity;
- c) Selmon will promptly notify the Members upon receipt of a written offer and will timely provide Members with copies of all transaction documentation;
- d) Any sale must be an "all or none" transaction, whereby either all of the Interests are conveyed or none of the Interests are conveyed;
- e) No Member shall receive a premium for the sale of his Interests. Notwithstanding this condition, Selmon may be reasonably compensated for his time and efforts in the event the purchasing entity requests such assistance during a post-closing transition period;
- f) No Member shall have an ownership interest in either the purchasing entity, any entity affiliated with the purchasing entity or the Company as of the consummation of the transaction or thereafter for a period of 24 months;
- g) Unless this condition is waived by all the Members, the purchase price for the Interests is at least the greater of \$2,000,000 or the then fair market value of the Company as documented by a letter of value provided by an independent telecom business broker selected by mutual agreement of the Members and provided to the Members prior to consummation of the transaction.

## **ARTICLE VI. DISSOLUTION OF THE COMPANY**

### **Section 6.1. Liquidation Events.**

(A) No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company except that the earliest to occur of any of the following events (a "Liquidation Event") shall work an immediate dissolution of the Company:

- (1) The sale or other disposition of all or substantially all of the Business Property;
- (2) A decision to do so approved by Super-Majority Decision Approval; or
- (3) Any Dissociation Event occurring with respect to the sole remaining Member.

(B) Notwithstanding any provision of the Act, each Member hereby covenants and agrees that the Members have entered into this Agreement based on their mutual expectation that

all Members will continue as Members and carry out the duties and obligations undertaken by them hereunder and that, except as otherwise expressly required or permitted hereby, each Member covenants and agrees not to, without the unanimous consent of the Members not then in default hereunder: (1) voluntarily withdraw or attempt to withdraw from the Company, or (2) petition for judicial dissolution of the Company.

**Section 6.2. Distribution of Proceeds on Dissolution: Winding Up: Reserves.**

(A) Upon the occurrence of a Liquidation Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the Dissolution Proceeds have been distributed pursuant to this Section 6.2 and the Company has filed all required documents to dissolve and liquidate under the Act.

(B) The Manager, or, if there is no Manager, a Member appointed by Super-Majority Decision Approval of the remaining Members (in either case, the "Winding-Up Member"), shall be responsible for overseeing the winding up and liquidation of the Company. As soon as reasonably practical after the occurrence of a Liquidation Event, the Winding-Up Member shall file all required documents and notices pursuant to the Act and take such actions as are required under the Act to dispose of or make provision for the known and unknown claims against the Company. After making such filing and taking such actions, the Winding-Up Member shall take full account of the Company's liabilities and the Business Property, cause the Business Property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom and any other assets and funds of the Company then existing (collectively, the "Dissolution Proceeds"), to the extent sufficient therefor, to be applied and distributed in the following order:

(1) First, to the payment of the Company's known debts and liabilities (excluding obligations in respect of Member Loans or distributions to Members), but if the amount available therefor shall be insufficient, then pro rata on account thereof; and

(2) Then, the balance, if any, less such reserves ("Dissolution Reserves") as the Winding-Up Member reasonably determines are necessary or appropriate for anticipated or contingent debts and expenses of the Company, shall be applied to pay principal and interest on Member Loans as contemplated by Section 2.6 (until retired in full); and

(3) Then, the balance, if any, less such Dissolution Reserves as the Winding-Up Member reasonably determines are necessary or appropriate for anticipated or contingent debts and expenses of the Company, shall be distributed to the Members in accordance with their respective Distribution Percentages.

(C) To the extent the Winding-Up Member subsequently determines Dissolution Reserves (or any part thereof) to be unnecessary for Company debts or expenses, he shall cause such amounts to be distributed or paid to the Members, Successors or other Persons who would have received the proceeds comprising such Dissolution Reserves under this Section 6.2 as if such proceeds had not been used to fund Dissolution Reserves.

(D) When all of the Company's property and assets have been applied and distributed as provided in this Section 6.2, the Winding-Up Member shall file Articles of Termination as provided in the Act, and take such other actions as may be necessary to cause the Company to withdraw from all jurisdictions where the Company is then authorized to transact business.

(E) The Winding-Up Member shall not receive any compensation for any services performed pursuant to this Section 6.2.

### **Section 6.3. No Liability.**

(A) Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and his capital contributions thereto and share of profits or losses thereof, and shall have no recourse therefor against any Member; PROVIDED, HOWEVER, that nothing herein contained shall relieve any Member of his obligation to make the required capital contributions herein provided or to pay any liability or indebtedness or perform any indemnity owing the Company or any other Member by reason of the provisions of this Agreement. The Company and the other Members shall be entitled at all times to enforce such obligations of such Member.

(B) Notwithstanding any other provision in this Agreement to the contrary, the Company, the Members, all other parties owning an Interest in the Company and all parties dealing with the Company shall in respect of any Member who shall be acting as a trustee under any trust (other than a revocable inter vivos trust) and in respect of the beneficiary(ies) of any such trust, except to the extent that any such trustee and/or beneficiary(ies) may otherwise agree in writing (1) look solely to the trust estate of such trust for the payment of all claims, indebtedness and liability under this Agreement and for the performance of any covenant or obligation, express or implied, contained herein, (2) agree that neither the trustee nor the beneficiaries under such trust shall be liable for the debts, claims and liabilities of the trust with respect to the Company under the provisions of this Agreement except to the extent of such trust estate, and (3) waive the personal liability of such trustee and such beneficiaries, or every sort, if any.

**Section 6.4. No Negative Capital Account Restoration.** In no event shall any Member be required to contribute capital to restore a negative balance in his Capital Account upon the liquidation of the Company or his Interest, or at any other time; provided, however, that nothing in this Section 6.4 shall be construed to relieve a Member of his obligations under Sections 4.7(C) or 5.1(E).

## **ARTICLE VII. GENERAL**

### **Section 7.1. Notices.**

(A) Except as otherwise provided herein, any notice, request, approval, consent, authorization, demand or other communication required or permitted hereunder ("Notices") shall be given in writing by (1) personal delivery, (2) United States mail, postage prepaid, (3) registered or certified mail (return receipt requested), postage prepaid, (4) Federal Express, U.S. Post Office Express Mail, Airborne or similar overnight courier which delivers only upon signed receipt of the addressee, (5) prepaid telegram, facsimile or telex with confirmed receipt or (6) electronically via email transmission.

(B) All Notices shall be sent to the party to whom the Notice is directed at the address set forth in Section 1.5, or to such different address(es) as the addressee shall have designated by written notice sent in accordance herewith; PROVIDED, that if such party is not listed in Section 1.5 and has not so designated an address, then at the last address of such party known to the giver of such notice. Notices shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of a confirmed telegram, facsimile, or telex, or email, upon receipt.

**Section 7.2. Amendments.** This Agreement may be amended only by written agreement executed by all the Members.

**Section 7.3. Miscellaneous.** Each Member hereby irrevocably waives any and all rights that he may have to maintain any action for partition of any of the Business Property. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior operating agreements of the Company (written or oral). Time is of the essence with respect to this Agreement. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Missouri. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and assigns. Captions contained in this Agreement in no way define, limit or extend the scope or intent of this Agreement. If any provision of this Agreement, or the application of any such provision to any Person or circumstance shall be held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the remainder of this Agreement, or the application of such provision to any other Persons or circumstances, shall not be affected thereby and shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is incorporated in this Agreement by reference. This Agreement may be executed in several counterparts and all so executed shall constitute one and the same agreement, binding on all the parties hereto.

#### Section 7.4. Remedies.

(A) If the Company or any party obtains an award against any other party by reason of breach of this Agreement, a reasonable attorneys' fee as fixed by the arbitrator shall be included in such award. Any Member shall be entitled to maintain, on its own behalf or on behalf of the Company, any arbitration action or proceeding pursuant to this Agreement, against any other Member, Successor or the Company (including, any action for damages, specific performance or declaratory relief) for or by reason of breach by such party of this Agreement, or any other agreement entered into in connection with this Agreement, notwithstanding the fact that any or all of the parties to such proceeding may then be Members in the Company, and without dissolving the Company as a limited liability company.

(B) No remedy conferred upon the Company or any Member in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No failure or delay on the part of a Member or the Company to exercise any right it may have in the event of a default by a Member hereunder shall prevent the exercise of such right by such Member or the Company at any time such defaulting Member may continue to be so in default, and no such failure or delay shall operate as waiver of any default. Each party to this Agreement agrees that the Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, except as otherwise provided in the Act or in this Agreement, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

(C) No waiver by a Member or the Company of any breach of this Agreement shall be deemed to be a waiver of any breach of any kind or nature and no acceptance of payment or performance by a Member or the Company after any such breach shall be deemed to be a waiver of any breach of this Agreement whether or not such Member or the Company knows of such breach at the time it accepts such payment or performance.

(D) Unless otherwise herein provided, if a Member has the right herein to approve or consent to any matter or transaction, such approval or consent may be withheld in the sole discretion of such Member for any reason or no reason.

(E) Notwithstanding any provision to the contrary, pursuant to the provisions of Section 7.5, upon a final determination by an Arbitration Panel, consisting of three independent arbitrators, that a Member has violated Section 4.5 (Non-Competition), such Member shall be subject to having to pay financial damages to the Company as determined by Arbitration plus the Member shall be required to relinquish to the Company all of his ownership interest in the Company for no financial consideration and shall have no further interest in the Company.

**Section 7.5. Arbitration.** All claims, disputes and other matters in question arising out of, or relating to this Agreement or the performance thereof, including but not limited to questions as to whether a matter is governed by this arbitration clause, shall be subject to arbitration. Such arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining (the "Rules"), insofar as such Rules are not inconsistent with the provisions expressly set forth in this Agreement, unless the parties mutually agree otherwise, and pursuant to the following procedures:

- (a) Reasonable discovery shall be allowed in arbitration;
- (b) All proceedings before the arbitrator(s) shall be held in Kansas City, Missouri. The governing law shall be the laws of the state of Missouri;
- (c) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof;
- (d) The existence and resolution of the arbitration shall be kept confidential by the Members and shall also be kept confidential by the arbitrator(s).

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

  
DONALD C. SELMON

  
JAMES R. SMITH

  
STEVE J. KAPLAN

# STATE OF MISSOURI



Matt Blunt  
Secretary of State

## CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

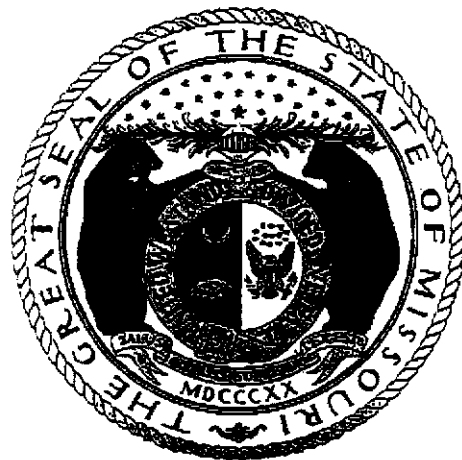
I, MATT BLUNT, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

**INTELLIGENT SWITCH SERVICES, LLC**  
**LC0530751**

was created under the laws of this State on the 11th day of July, 2003, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and an imprinted the GREAT SEAL of the State of Missouri, on this, the 11th day of July, 2003

  
Secretary of State



Certification Number: 5942317-1 Page 1 of 1 Reference:  
Verify this certificate online at <http://www.sos.state.mo.us/businessentry/verification>



# STATE OF MISSOURI



Matt Blunt  
Secretary of State

## CERTIFICATE OF ORGANIZATION

WHEREAS,

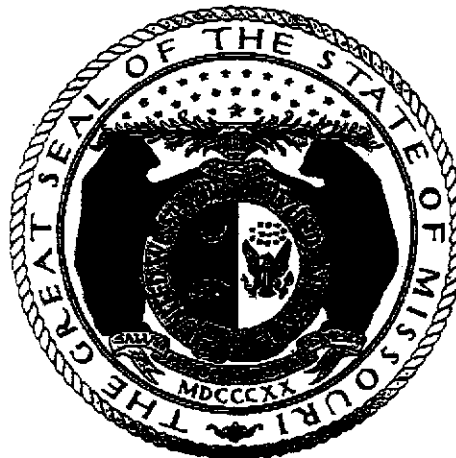
*Intelligent Switch Services, LLC*  
*LC0530751*

filed its Articles of Organization with this office on the 11th day of July, 2003, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 11th day of July, 2003, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 11th day of July, 2003.

  
Secretary of State



ARTICLES OF ORGANIZATION

OF

INTELLIGENT SWITCH SERVICES, LLC

Intelligent Switch Services, LLC is hereby organized in accordance with the Missouri Limited Liability Company Act and the following provisions:

1. **Name:** The name of the limited liability company is Intelligent Switch Services, LLC.

2. **Purposes:** The purpose for which the limited liability company is formed is the transaction of any and all lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act.

3. **Registered Office/Registered Agent:** The address of the limited liability company's registered office is c/o Lewis, Rice and Fingersh, L.C., 1010 Walnut Street, Suite 500, Kansas City, Missouri 64106 and Missouri Corporation #2, Inc. is the limited liability company's registered agent at such office.

4. **Management:** The management of the limited liability company shall be vested in one or more managers of the limited liability company.

5. **Duration/Term:** The duration of the limited liability company shall continue until the winding up and liquidation of the limited liability company following an occurrence of a liquidation event as described in the limited liability company's operating agreement.

6. **Organizer:** The name and address of the sole organizer of the limited liability company is as follows:

Donald C. Selmon  
8129 Clearwater Point  
Parkville, Missouri 64152

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of the 11<sup>th</sup> day of July, 2003.

  
DONALD C. SELMON, Organizer

State of Missouri  
Creation - LLC/LP 1 Page(s)



T0319220025



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**OFFICE OF THE SECRETARY OF STATE**

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**JESSE WHITE • Secretary of State**

AUGUST 20, 2003

0098691-7

NATIONAL REGISTERED AGENTS, IN  
208 S. LASALLE ST., STE. 1855  
CHICAGO, IL 60604-0000

RE INTELLIGENT SWITCH SERVICES, LLC

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE  
STATE OF ILLINOIS. ENCLOSED PLEASE FIND AN APPROVED APPLICATION OF  
ADMISSION.

THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE  
FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR.  
A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT  
THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS  
PRIOR TO ITS ANNIVERSARY MONTH.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE  
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY COMPANY DIVISION  
TELEPHONE (217)524-8008

JW:LLC

Form **LLC-45.5**

January 1999

Jesse White  
 Secretary of State  
 Department of Business Services  
 Limited Liability Company Division  
 Room 369, Howlett Building  
 Springfield, IL 62756  
<http://www.sos.state.il.us>

Payment must be made by certified  
 check, cashier's check, Illinois  
 attorney's C.P.A.'s check or money or-  
 der, payable to "Secretary of State."

# Illinois Limited Liability Company Act

## Application for Admission to Transact Business

**Submitted by:**  
 Must be typewritten

This space for use by Secretary of State

Date: 8/20/2003  
 Assigned File: 9480  
 Filing Fee: \$2  
 Penalty: \$  
 Approved: 00986917

This space for use by  
 Secretary of State

# FILED

AUG 20 2003

JESSE WHITE  
 SECRETARY OF STATE

1. Limited Liability Company name: Intelligent Switch Services, LLC

(Must comply with Section 1-10 of ILCA or article 2 below applies.)

2. The assumed name, other than the true company name, under which the LLC proposes to transact business in Illinois is: \_\_\_\_\_  
 (If applicable, a form LLC-1.20, Application to Adopt an Assumed Name, is required to be completed and attached to this application.)

3. Federal Employer Identification Number (F.E.I.N.): 45-0520453

4. Jurisdiction of Organization: Missouri

5. Date of Organization: July 11, 2003

6. Period of Duration: perpetual

(See #14 on back)

7. The address, including county, of the office required to be maintained in the jurisdiction of its organization, or if not required, of the principal place of business (Post office box alone and c/o are unacceptable):

10502 NW Ambassador Dr., Suite 220

(Number)

(Street)

(Suite)

Kansas City, MO 64153

(City/State)

(ZIP Code)

Platte

(County)

8. Registered agent: National Registered Agents, Inc.

(First Name)

(Middle Name)

(Last Name)

Registered Office: 208 South LaSalle Street, Suite 1855

(Number)

(Street)

(Suite #)

(P.O. Box or c/o Chicago, County of Cook

are unacceptable) (City)

(County)

Illinois 60604

(ZIP Code)

9. The date on which this foreign LLC first did business in Illinois: upon qualification